

APN(s): 1418-03-802-007



00173000202310007240050058

SHAWNYNE GARREN, RECORDER

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

RECORDING REQUESTED BY:
FRONTIER CALIFORNIA INC.
MARIA A. KIDD

Specialist-Right of Way
201 Flynn Road – CAM38NE2
Camarillo, CA 93012 - 8058

GRANT OF EASEMENT

Cedar 17, LLC, a Nevada limited liability company, (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Frontier California Inc, a California corporation (“Grantee”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove underground telecommunications facilities and systems, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements (“Underground Utility Facilities”) and transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), and other equipment, fixtures, apparatus, and improvements (“Additional Utility Facilities”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“Easement Area”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Underground Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Underground Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

APN(s): 1418-03-802-007
RW# 249-51049-23
Proj. # 5279921

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

Grantee will install facilities as close to the locations identified below on Exhibit B as reasonably possible. In the event of an unforeseen conflict, a new location for the facilities will be mutually agreed upon between Grantor and Grantee. Grantor agrees to cooperate in good faith with that process.

Upon completion of initial installation of the Underground and Additional Utility Facilities, Grantee agrees to remove any previously existing Frontier Communications overhead telecommunications facilities that it does not deem necessary or in use. Grantee shall provide Grantor with an as-built drawing depicting approximate locations (only) of the Underground Utility Facilities installed under this Grant of Easement.

The parties agree that any party who prevails in any action at law or equity based on or arising out of this grant of easement shall be awarded their reasonable attorneys' fees and legal costs.

Grantee may assign this easement to any affiliate, subsidiary or parent company, whether by direct assignment or transfer by operation of law.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 1418-03-802-007
RW# 249-51049-23
Proj. # 5279921

GRANTOR:

CEDAR 17, LLC

Armanda A Bryan
SIGNATURE

By: AMANDA A BRYAN
PRINT NAME

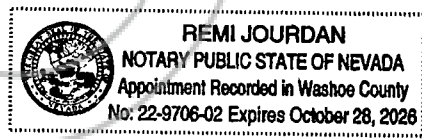
Title: MANAGER

STATE OF Nevada)
COUNTY OF Washoe County) ss. RT

This instrument was acknowledged before me on aug 11th, 2023 by Armanda A Bryan as Manager of Cedar 17, LLC.

[Signature] RT
Signature of Notarial Officer

Notary Seal Area →



APN(s): 1418-03-802-007
RW# 249-51049-23
Proj. # 5279921

Exhibit A

A portion of all that real property situated in the County of Douglas, State of Nevada, described as follows:

Being a portion of the Southeast quarter of the Southeast quarter of Section 3, Township 14 North, Range 19 East, M.D.B. and M. further described as follows:

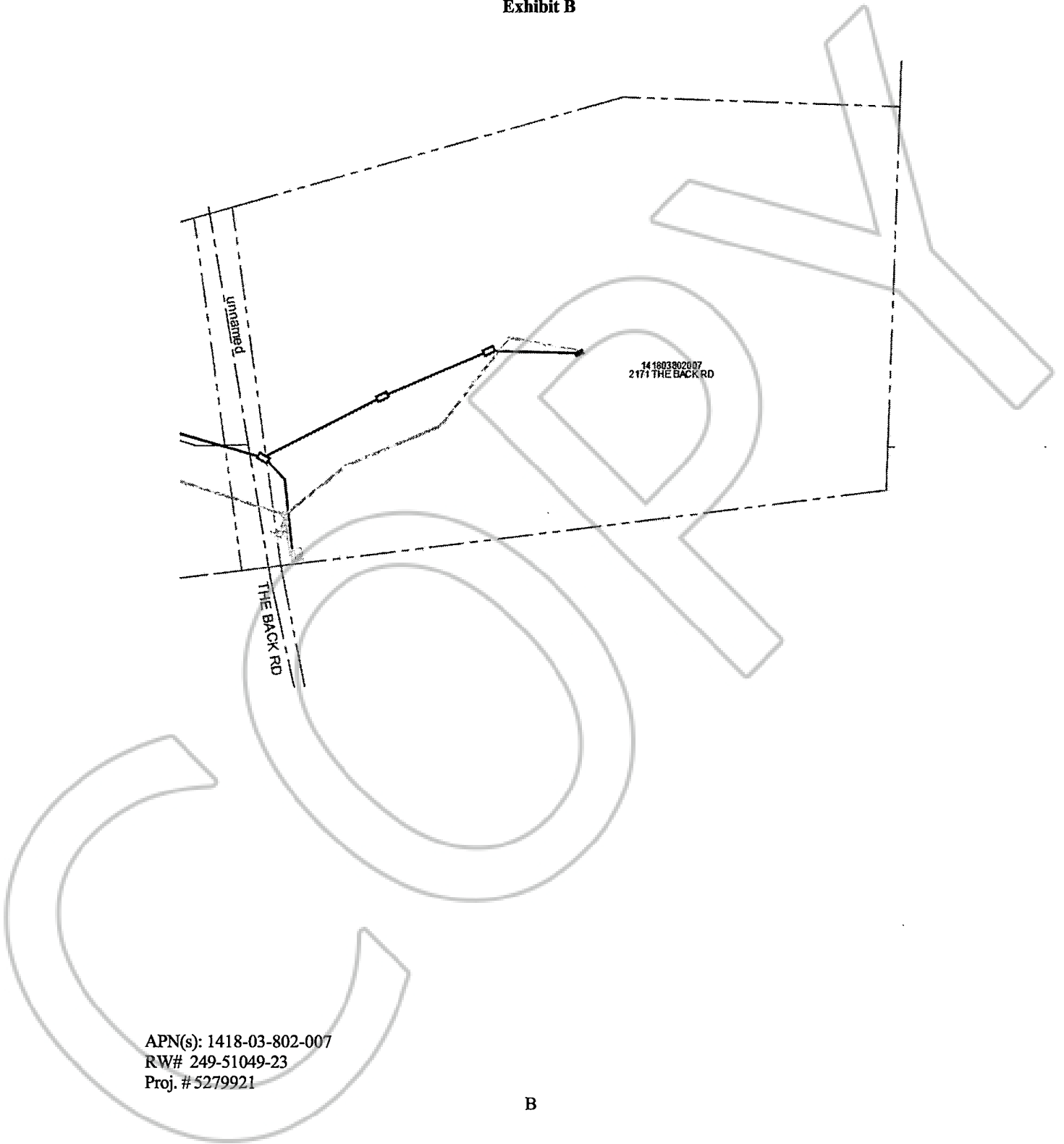
Begin at a point on the east line of Section 3, Township 14 North, Range 18 East, M.D.B. and M., North $0^{\circ}05'$ West 507.74 feet from the southeastern corner of said Section 3. Thence South $80^{\circ}50'$ West 457.13 feet to the easterly side line of a roadway now in use, at the southeasterly corner of the property adjoining on the west. Thence along the easterly side line of said roadway and adjoining property North $11^{\circ}13'$ West, 122.63 feet. Thence North $11^{\circ}13'$ West 161.19 feet along said adjoining property line to the northeasterly corner thereof. Thence North $73^{\circ}33'$ East 298.12 feet. Thence East 220.17 feet to the east line of Section 3. Thence South $0^{\circ}05'$ East 290.0 feet to the place of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on March 8, 2023 as Document No. 2023-994553 in the Official Records of the County of Douglas, State of Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Utility Facilities after same are installed in connection with **Frontier California Inc. Project ID 5279921**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Frontier California Inc. Project ID 5279921**.

APN(s): 1418-03-802-007
RW# 249-51049-23
Proj. # 5279921

Exhibit B



APN(s): 1418-03-802-007
RW# 249-51049-23
Proj. # 5279921